

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

★ MAY 29 2009 ★

LONG ISLAND OFFICE

PAUL BLACK,

Plaintiff,

-against-

JEFFREY S. SCHWARTZ and LAW OFFICE
OF JEFFREY S. SCHWARTZ

Defendants.

CV-09 2271
CIVIL ACTION
NO.

JUDGE **SEYBERT, J.**

PLAINTIFF DEMANDS
TRIAL BY JURY

LINDSAY, M.

COMPLAINT

COUNT 1

1. This action arises under 28 U.S.C. Section 1332, as hereinafter more fully appears.
2. The plaintiff, PAUL BLACK, (herein after referred to as BLACK) is a citizen of the State of California. The defendants JEFFERY S. SCHWARTZ and LAW OFFICE OF JEFFREY S. SCHWARTZ (herein after referred to as SCHWARTZ) are citizens of the State of New York.
3. This matter in controversy exceeds, exclusive of interest and costs the sum of \$100,000.00.
4. That at all times herein mentioned the defendant JEFFERY S. SCHWARTZ was an attorney licensed to practice law in the State of California.
5. At all times herein mentioned licensed the defendant JEFFERY S. SCHWARTZ was an attorney licensed to practice law in the State of New York.

6. That at all times herein mentioned the defendant JEFFERY S. SCHWARTZ maintained an office for the practice of law at 100 Jericho Quadrangle, Jericho, New York.

7. That at all times herein mentioned the defendant LAW OFFICE OF JEFFREY S. SCHWARTZ was a sole proprietorship.

8. That prior to December 2005 BLACK hired the SCHWARTZ as his attorneys to represent him to mediate, arbitrate and/or prosecute an action against DEL WEBB COMMUNITIES, INC., PULTE HOMES, INC., PULTE MORTGAGE, LLC, DEL WEBB HOME FINANCING, REALTY MORTGAGE CORP. and any other responsible entities (herein after referred to as former defendants) for breach of contract, breach of concession agreement, fraud, deceptive trade practices, breach of covenant of good faith and fair dealing, unfair price fixing and price manipulation in connection with the plaintiffs purchase of multiple new construction homes in Las Vegas, Nevada from DEL WEBB COMMUNITIES, INC. and PULTE HOMES, INC.

9. That the SCHWARTZ accepted the employment and agreed to represent BLACK and commence and prosecute all actions and or arbitrations, mediations and take all necessary steps on behalf of BLACK, with the skill, care and diligence that was required and assured BLACK they were competent to handle such matters.

10. That upon information and belief and at all times herein mentioned SCHWARTZ commenced an action on behalf of BLACK as against the former defendants by the filing of a Summons and Complaint in the United States District Court for the Central District of California under case No.: CV 05-8743 SJO (JWjx). (herein after referred to as former defendants).

11. Upon information and belief in the aforementioned action all of the defendants named and served except LAND AMERICA FINANCIAL GROUP INC., (herein after referred to as LAFG) were dismissed by the District Court due to the negligence and the malpractice of the defendants in the handling of said lawsuit.

12. That after said dismissal of all claims as against the former defendants in the aforementioned lawsuit SCHWARTZ failed to take any further steps to protect the rights of BLACK as against these responsible parties.

13. That the failure to have viable claims against the former defendants was through the negligence and malpractice of SCHWARTZ.

14. That SCHWARTZ continued with the aforementioned action as against LAFG, upon information and belief an improper party thru the entire discovery phase after which summary judgment was granted in favor of the then defendants LAFG.

15. That the then attorneys for LAFG, requested for their entire legal fees based on the manner in which SCHWARTZ proceeded during the discovery phase of the matter and the court awarded \$110,502.00 in legal fees as against BLACK.

16. That the court awarding of the aforementioned attorneys fees as against BLACK was caused directly by the negligence and malpractice of SCHWARTZ in their handling of said lawsuit on behalf of BLACK.

17. That the failure of BLACK to have viable claims as against the former defendants was through the negligence and malpractice by SCHWARTZ in that they carelessly, negligently,

thoughtlessly, inexcusably and inescapably failed to properly protect and enforce the rights of BLACK as aforementioned.

18. That through today SCHWARTZ has failed to notify BLACK in writing or otherwise that his claims as against the former defendants are no longer viable or actionable.

19. That upon information and belief had the defendants properly and skillfully represented the plaintiff as against the former defendants the plaintiff would have properly recovered on his claims of breach of contract, breach of concession agreement, fraud, deceptive trade practices, breach of covenant of good faith and fair dealing, unfair price fixing and price manipulation.

20. That upon information and belief that had SCHWARTZ properly and skillfully represented BLACK as against the former defendants, BLACK would not have an outstanding judgment entered against him by LAFG in the amount of \$110,502.00 plus interest along with all the financial damages that flow from said judgment including business financial losses, inability to obtain credit, professional embarrassment and or humiliation.

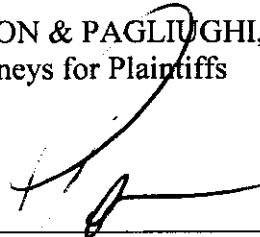
21. That BLACK is entitled to recover his legal fees in connection with his claims as against Schwartz in this matter.

22. That the doctrine of continuous representation applies in that the defendant SCHWARTZ has represented BLACK THROUGH May of 2009.

23. That solely as a result of SCHWARTZ' negligence and malpractice as described herein BLACK has been damaged in the sum of TWO MILLION (\$2,000,000.00) DOLLARS and makes claim for said sum.

WHEREFORE, plaintiff PAUL BLACK demands judgment against the defendants, JEFFREY S. SCHWARTZ AND LAW OFFICE OF JEFFREY S. SCHWARTZ on Count 1 in the sum of TWO MILLION (\$2,000,000.00) DOLLARS; together with the costs and disbursements of this action; and plaintiff makes claim for said sum.

BARON & PAGLIUGH, PLLC
Attorneys for Plaintiffs

A handwritten signature in black ink, appearing to read 'Peter D. Baron', is written over a horizontal line.

Peter D. Baron (PB8519)
85 Main Street
Cold Spring Harbor, New York 11724
631-367-7000

ATTORNEY VERIFICATION

STATE OF NEW YORK)
) SS.:
COUNTY OF SUFFOLK)

PETER D. BARON, an attorney admitted to practice in the Courts of the State of New York and the Eastern District of New York, and a member of the law firm of BARON & PAGLIUGH, PLLC, attorneys of record for the plaintiff herein, affirms:

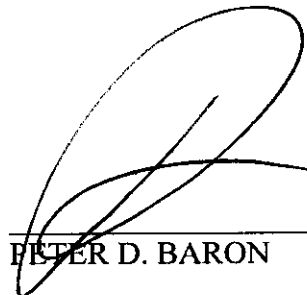
That I have read the attached COMPLAINT and the same is true to my own knowledge, except as to the matters alleged on information and belief, and as to those matters, I believe them to be true to the best of my knowledge.

That affirmant's sources of information are facts as ascertained from plaintiff, upon investigation and files maintained in your affirmant's law office.

That this verification is made by your affirmant due to the fact that plaintiff does not reside within the county in which your affirmant maintains her/his law office, or are presently unavailable.

The undersigned affirms that the foregoing statements are true, under penalties of perjury.

Dated: Cold Spring Harbor, New York
May 27, 2009



PETER D. BARON

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Year

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-against-

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OF JEFFREY S. SCHWARTZ,

Defendant(s)

COMPLAINT

Baron & Pagliughi, PLLC
Attorneys for Plaintiffs
Office and Post Office Address, Telephone
85 Main Street, Suite A
Cold Spring Harbor, New York 11724
(631) 367-7000

To
Attorney(s) for

Service of a copy of the within is hereby admitted.

Dated:

Attorney(s) for

Sirs:

PLEASE TAKE NOTICE

9 NOTICE OF ENTRY that the within is a (certified) true copy of a duly entered in the
office of the Clerk of the within named court on

9 NOTICE OF SETTLEMENT that an Order of which the within is a true copy of will be presented for settlement to
the HON. , one of the judges of the within named court at
on at

Dated:

Yours, etc.,

To:

Baron & Pagliughi, PLLC
Attorneys for Plaintiff(s)
Office and Post Office Address, Telephone
85 Main Street, Suite A
Cold Spring Harbor, New York 11724
(631) 367-7000